

1 Thomas P. Bleau, Esq., SBN 152945
 2 Martin R. Fox, Esq., SBN 155783
 3 Gennady L. Lebedev, Esq., SBN 179945
 BLEAU / FOX, A P.L.C.
 3575 Cahuenga Boulevard West, Suite 580
 Los Angeles, California 90068
 Telephone : (323) 874-8613
 Facsimile : (323) 874-1234
 E-mail: bleauhark@aol.com
 E-mail: glebedev@bleaufox.com

7 Attorneys for Plaintiff and Counter-Defendant
 HOUTAN PETROLEUM, INC.

9 GLYNN & FINLEY, LLP
 10 CLEMENT L. GLYNN, Bar No. 57117
 ADAM FRIEDENBERG, Bar No. 205778
 11 One Walnut Creek Center
 100 Pringle Avenue, Suite 500
 12 Walnut Creek, CA 94596
 Telephone: (925) 210-2800
 13 Facsimile: (925) 945-1975
 Email: cglynn@glynnfinley.com
afriedenberg@glynnfinley.com

15 Attorneys for Defendant and Counter-Plaintiff
 CONOCOPHILLIPS COMPANY

17 UNITED STATES DISTRICT COURT

18 NORTHERN DISTRICT OF CALIFORNIA

19 HOUTAN PETROLEUM, INC.)	CASE NO. CV 07-05627 SC
20 Plaintiff,)	JOINT JURY INSTRUCTIONS
21 v.)	[SOURCES OMITTED]
22 CONOCOPHILLIPS COMPANY, a Texas)	
23 Corporation and DOES 1 through 10,)	
24 Inclusive)	Trial Date: February 11, 2008
)	Time: 10:00 a.m.
Defendants.)	Courtroom: 1
)	Before: Hon. Samuel Conti

26 Plaintiff and Counter-Defendant Houtan Petroleum, Inc. ("Houtan Petroleum") and Defendant
 27 and Counter-Plaintiff ConocoPhillips Company ("ConocoPhillips ") hereby jointly propose the

1 following General and Special Jury Instructions:¹

2 This version of the instructions does not include the sources for the instructions. Pursuant to
3 the Court's Order, a second version is being filed that does display the sources.

4 **INDEX OF INSTRUCTIONS**

- 5
- 6 1. Duty of Jury
7 2. Duty of Jury (End of Case)
8 3. Burden of Proof-Preponderance of the Evidence
9 4. What Is Evidence
10 5. What Is Not Evidence
11 6. Evidence for Limited Purpose
12 7. Direct and Circumstantial Evidence
13 8. Ruling on Objections
14 9. Credibility of Witnesses
15 10. Conduct of the Jury
16 11. No Transcript Available to Jury
17 12. Taking Notes
18 13. Bench Conferences and Recesses
19 14. Outline of Trial
20 15. Stipulations of Fact

21

22 1 For the reasons set forth in ConocoPhillips Company's motion to strike Plaintiff's jury demand
23 (Docket No. 48), ConocoPhillips contends that Plaintiff's claims for relief must be tried to the
24 Court, not a jury. ConocoPhillips Company's submission of these instructions is without
25 prejudice to or waiver of that motion or any arguments made therein or in reply. ConocoPhillips
26 Company submits these proposed jury instructions solely for the purpose of complying with the
27 Court's pretrial order. Additionally, for the reasons stated in Houtan Petroleum's Motion to
28 Dismiss ConocoPhillips' Counterclaims based on preemption by the PMPA (Docket No. 49 &
50), some of these instructions, especially those pertaining to breach of contract, conversion and
unjust enrichment claims, may need to be excluded or revised, depending on the Court's ruling of
such Motion. Houtan Petroleum, Inc.'s submission of these instructions is without prejudice to or
waiver of that motion or any arguments made therein or in reply. Houtan Petroleum, Inc. submits
these proposed jury instructions solely for the purpose of complying with the Court's pretrial
order.

16. Deposition In Lieu of Life Testimony
 17. Impeachment Evidence-Witness
 18. Expert Opinion
 19. Duty To Deliberate
 20. Communication With Court
 21. Return of Verdict
 22. Corporations and Partnerships-Fair Treatment
 23. Liability of Corporations-Scope of Authority Not In Issue
 24. Damages-Proof
 25. Damages-Mitigation
 26. Party Having Power To Produce Better Evidence
 27. Failure to Deny or Explain Adverse Evidence
 28. Witness Willfully False
 29. Hypothetical Questions
 30. Speculative Damages Not Permitted
 31. Pleadings or Arguments – Not Evidence of Damages
 32. Jury Not to Take Cue from Judge
 33. All Instructions Not Necessarily Applicable
 34. How Jurors Should Approach Their Task
 35. Chance or Quotient Verdict Prohibited
 36. Manner of Recording Instruction of No Significance-Content Only Governs
 37. Nature of Claim [HOUTAN PETROLEUM'S VERSION OF DISPUTED INSTRUCTION]
 38. Nature of Claim [CONOCOPHILLIPS' VERSION OF DISPUTED INSTRUCTION]
 39. PMPA §2802(b), (c)
 40. PMPA §2802(c) [HOUTAN PETROLEUM'S VERSION OF DISPUTED INSTRUCTION]
 41. PMPA §2802(c) [CONOCOPHILLIPS' VERSION OF DISPUTED INSTRUCTION]

- 42. Franchise-Definition
 - 43. Franchise Relationship
 - 44. Franchisor
 - 45. Franchisee
 - 46. Marketing Premises
 - 47. Leased Marketing Premises
 - 48. Termination
 - 49. Essential Elements of Plaintiff's Claim-Generally
 - 50. Notification Requirement
 - 51. Determining a Bona Fide Offer [HOUTAN PETROLEUM'S VERSION OF DISPUTED INSTRUCTION]
 - 52. Determining a Bona Fide Offer [CONOCOPHILLIPS' VERSION OF DISPUTED INSTRUCTION]
 - 53. Fair Market Value
 - 54. Interpretation-Reasonable Time
 - 55. Causation-Generally
 - 56. Damages-Generally
 - 57. Conversion
 - 58. Unjust Enrichment
 - 59. Breach of Contract
 - 60. Interpretation-Construction of Contract as a Whole
 - 61. Contract Damages
 - 62. Knowledge of Contents of Signed Contract

Dated: February 1, 2008

BLEAU / FOX,
A Professional Law Corporation

By: /S/ Thomas P. Bleau

Thomas P. Bleau, Esq.

Martin R. Fox, Esq.

Gennady L. Lebedev

Attorneys for Plaintiff, Hou

1100 University Street, Seattle, Washington, USA

1 Dated: February 1, 2008

GLYNN & FINLEY, LLP

2 By: /S/ Adam Friedenberg.
3 Clement L. Glynn, Esq.
4 Adam Friedenberg, Esq.
5 Attorneys for Defendant, ConocoPhillips
6 Company
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28